



City of Sturgis Department of Planning & Permitting  
1040 Harley Davidson Way  
Sturgis, SD 57785  
605-347-4422

Issue Date: October 31, 2016

**Deadline for Submission: December 16, 2016, 4:00 PM, MST**

Place of Submission: City of Sturgis Finance Office, 1040 Harley Davidson Way, Sturgis SD 57785

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## 1. PURPOSE OF REQUEST

The City of Sturgis South Dakota is requesting proposals for airport management services for the Sturgis Municipal Airport. The City's needs are outlined in the following Request for Proposal ("RFP").

Qualified Airport Managers or firms experienced in the management, operations, functions and purpose of public or private airports are invited to submit proposals to the City of Sturgis.

Documents in response to this FRP will become the property of the City of Sturgis and will be regarded as a public record under South Dakota Public Records Codified Law 1-27-1, and subject to review or release to the public.

## 2. TIME SCHEDULE

The following time schedule is an approximate guide to the process and the accompanying dates, which should result in the implementation of contract for management services at the airport.

Issuance of Request for Proposal Solicitation:	October 31, 2016
Deadline for Proposed Submission:	December 16, 2016
Review of Submitted Proposals by City designated staff:	December 20, 2016
Proposers selected for Interviews ( <i>optional step</i> ):	December 30, 2016
Interviews (if needed) Conducted by City staff:	Week of January 9, 2017
Preliminary Selection of Firm:	January 25, 2017
Contract Negotiations:	Feb 1 – Feb 25, 2017
Council Contract Approval Date:	March 20, 2017
Contract Start Date:	April 1, 2017

*Please Note: The review and selection timeline (December 20<sup>th</sup>- March 20<sup>th</sup>) is a proposed schedule. All dates/times are subject to change at the City's discretion.*

## 3. INSTRUCTIONS TO PROPOSERS

Upon release of this RFP, all communications should be directed in writing to the City of Sturgis staff contact listed below. Any oral communications with other City employees, elected leadership or volunteers will be considered unofficial and non-binding on the City. Written requests for information must be received a minimum of seven (7) calendar days prior to the submission deadline. Any requests received after this deadline will not be considered. All requests received prior to the deadline will be responded to, in writing, by the staff contact in the form of an addendum addressed to all prospective respondents who have previously contacted the staff contact for answers to questions or information.

All questions should be directed to:

Dave Smith  
Director of Planning & Permitting  
City of Sturgis SD  
1040 Harley Davidson Way Suite #103  
Sturgis, SD 57785  
[dsmith@sturgisgov.com](mailto:dsmith@sturgisgov.com)

Inquiries should be sent via electronic mail message or in written format mailed to the above address. Phone inquiries are allowed but a written response will be sent via email.

Proposers are directed to read this RFP document carefully as the award will be given to the most "responsible and responsive" Proposer responding to this RFP. The City of Sturgis reserves the right to

accept or reject any or all proposals, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

**Sealed Proposals will be received at the City of Sturgis City Hall, 1040 Harley Davidson Way, Sturgis SD 57785 until Friday December 23, 2016 at 4:00 PM, Mountain Standard Time (MST).**

Proposals shall be delivered and addressed to: City of Sturgis, Attn: City Finance Office, 1040 Harley Davidson Way, Sturgis SD 57785. The envelope shall be labeled as follows: "SEALED PROPOSAL FOR AIRPORT MANAGEMENT SERVICES FOR THE STURGIS MUNICIPAL AIRPORT". Further, a required sealed envelope cannot be submitted after the prior submittal of another required sealed envelope. No information submitted by facsimile or electronic mail will be accepted unless otherwise requested by the City during the proposal review process. Proposals received after 4:00 p.m. MDT on Friday December 23, 2016 shall not be accepted with no exceptions.

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will not be accepted and will be returned unopened.

**Please note that any and all costs borne by the Proposer for the preparation of any and all materials to be submitted in response to this Request for Proposal are the sole responsibility of the Proposer. The City of Sturgis shall not be responsible for nor compensate in any manner for these costs.**

Proposals should be prepared simply and economically, providing a straight forward concise description of provider capabilities to satisfy the requirements of the Request for Proposal. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

Proposers must submit one (1) identified original copy. The proposal shall be accompanied by a cover letter signed by a representative who is authorized to contractually bind the Proposer.

#### **4. VOLUNTARY PRE-PROPOSAL CONFERENCE**

A voluntary pre-proposal conference is scheduled for **Monday, November 14, 2016 10:30 AM to 11:30 AM MDT, in the Conference of the Sturgis City Hall, 1040 Harley Davidson Way, Sturgis SD 57785.** Attendance at the pre-proposal conference is encouraged but not required. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements.

An individual site visit can be scheduled through the Planning & Permitting Office, if a Proposer so desires.

Although the pre-proposal conference is optional, no modification or any changes will be allowed because of the failure of the Proposer to have visited the site or attend the conference or carefully review all available information.

#### **5. AIRPORT OVERVIEW**

The City of Sturgis is an incorporated municipality of approximately 6,742 persons located in Meade County South Dakota located at the foothills of the Black Hills National Forest and approximately 25 miles Northwest of Rapid City SD.

The City of Sturgis was incorporated in 1888. The City of Sturgis operates on a City Manager form of Government with an elected council and mayor. There are currently nine (9) major functions of the City comprised of Planning and Permitting (including the Airport), Public Works, Parks, Water, Human

Resources/Risk Management, Legal, Community Center and Public Safety (Police, EMS, Volunteer Fire).

The Sturgis Municipal Airport is located on approximately 350 acres at 13345 Alkali Road approximately 7 miles east of downtown Sturgis. Surface access to the airport is provided by Lazelle Street (Highway 34) and Alkali Road as well as the alternative route of Fort Meade Way, a gravel access road which connects to Interstate 90 at Exit 37.

The Sturgis Municipal Airport is surrounded by ranch and farmland as well as the Buffalo Chip campground.

The Sturgis Municipal Airport has been directly operated by the City in its current location since 1994. The Airport is debt free and fully financed from the General Fund of the City of Sturgis, hangar lease revenues and grants. The Sturgis Municipal Airport currently has several commercial tenants providing aircraft maintenance or other services. Sturgis current contracted airport Management Company provides on-site airport management, maintenance and aircraft fueling.

The City of Sturgis operates on an annual budget cycle. The stated 2015 and 2016 objectives for the Airport are provided below and will be updated as needed for the City's 2017-2018 Annual Budget:

- Complete an Airport Master Plan.
- Complete a Wildlife Hazard Assessment and implement a Wildlife Hazard Plan.
- Evaluate the need for City owned hangars in order to increase cash flow and accommodate more aircraft.
- Promote Request for Proposal for aeronautical business development at the Airport.
- Apply to FAA for grants (funds) for a new updated after hours refueling station...
- Design Runway and ramp Enhancement Project.
- Continue efforts to support increased fuel sales and aircraft maintenance at the Airport.

According to recent airport management records, Sturgis Municipal Airport currently has 40 based aircraft (January 2016) with 11,680 total annual operations. The Airport's current fleet mix includes single-engine piston aircraft and multi-engine piston aircraft.

Sturgis Municipal Airport is categorized as an FAA Airport Reference Code (ARC) B-I (Small). The Airport has two runways (Runway 11/29) that is oriented in a north/south direction (112-292 degree magnetic heading). Runway 11/29 is 5100 feet long and 75 feet wide with a concrete surface. The published weight bearing capacity is 12,500 pounds for aircraft equipped with a single wheel landing gear configuration. Cross wind Runway 5/23 oriented in an east west configuration .050-230 magnetic heading is 3225 feet long and 75 feet wide with a grass surface. The runway is equipped with medium intensity runway lights (MIRL), runway end identifier lights (REIL), and visual approach slope indicator 2 light (PAPI) lights. The runway has basic (visual) markings on both ends, consistent with current visual and non-precision instrument (circling) approach capabilities.

AH existing landside development (hangars, aircraft parking, etc.) is located on the east side of the airport. An undeveloped area (approximately 23 acres) is located near the southwest corner of the airport. Please refer to Table 1 below for additional runway data.

<b>TABLE 1</b>	<b>Runway 11</b>	<b>Runway 29</b>
Latitude:	44-25.306692N	44-24.856327N
Elevation:	3244.1 ft.	3207.8 ft.
Gradient:	0.7% UP	0.7% UP
Traffic pattern:	Left	Left
Runway heading:	112 magnetic, 123 true	292 magnetic, 303 true
Markings:	no precision, in good condition	no precision, in good condition
Visual slope indicator:	2-light PAPI on left (3.00 degrees glide path)	2-light PAPI on left (3.00 degrees glide path)
Touchdown point:	yes, no lights	yes, no lights

## **Airport Operations**

Airport use: Open to the public

Activation date: 04/1994

Sectional chart: CHEYENNE

Control tower: No

ARTCC: DENVER CENTER

FSS: HURON FLIGHT SERVICE STATION

NOTAMs facility: HON (NOTAM-D service available)

Attendance: DAYLIGHT HOURS

FOR ATTENDANT OTR HRS CALL 605-347-3356 605-347-3356.

Wind indicator: lighted

Segmented circle: no

Lights: ACTVT MIRL RY 11/29 & PAPI RYS 11 & 29 - CTAF.

Beacon: white-green (lighted land airport)

Operates sunset to sunrise.

## **Communications**

CTAF/UNICOM: 122.8

ELLSWORTH APPROACH: 119.5 [0500-0000 0500-0000 FREE]

ELLSWORTH DEPARTURE: 119.5 [0500-0000 0500-0000 FREE]

WX AWOS-3 at SPF (18 nm W): 118.325 (605-642-8536 605-642-8536)

- AUTOMATED UNICOM.
- APCH/DEP SVC PRVDD BY DENVER ARTCC ON FREQS 127.95/338.2 (RAPID CITY RCAG) WHEN ELLSWORTH APCH CTL CLSD.

### **Nearby radio navigation aids:**

<b>VOR radial/distance</b>	<b>VOR name Freq Var</b>
RAPr317/30.8	RAPID CITY VORTAC112.3013E

<b>NDB name</b>	<b>Hdg/DistFreqVarID</b>
BLACK HILLS	092/18.0300 11ESPF.....-.-.
BELLE FOURCHE	122/28.1269 11EEFC. -.-. -.-.

### **Airport Services**

Fuel available: 100LL JET-A  
Parking: hangars and tie downs  
Airframe service: MAJOR  
Power plant service: MAJOR

### **OTHER NEARBY AIRPORTS:**

KSPF - Black Hills Airport-Clyde Ice Field (18 nm W)  
KRCA - Ellsworth Air Force Base (20 nm SE)  
KRAP - Rapid City Regional Airport (26 nm SE)  
KEFC - Belle Fourche Municipal Airport (28 nm NW)  
KECS - Mondell Field Airport (52 nm SW)

### **ADDITIONAL INFORMATION**

WILDLIFE ON AND INVOF ARPT.

Sturgis Municipal Airport does not have an air traffic control tower and is classified as a non-towered airport. At non-towered airports, pilots are responsible for proper communication and aircraft operation, including maintaining adequate separation from other aircraft in flight or on the runway-taxiway system. The airport has common traffic advisory frequency (CTAF)/Unicom for communications on the ground and in the vicinity of the airport.

The published airfield elevation is 3244.1 feet above mean sea level (MSL). The traffic pattern for both Runway 11/29 and 2/23 are standard left traffic (left hand turns within the pattern). The traffic pattern altitude for fixed wing aircraft is 1,000 feet above ground level (4244.1 feet MSL); the traffic pattern altitude for helicopters is 500 feet above ground level (3744.1 feet MSL).

Sturgis Municipal Airport accommodates a wide variety of aeronautical activity, including small single and multi-engine aircraft, civilian helicopters, and occasional business class turbine aircraft. The current runway length of 5100 feet is the primary fixed-wing aircraft usage, including but not limited to multi-engine turboprop and business jet aircraft. Sturgis Municipal Airport is classified as a General Aviation Airport in the National Plan of Integrated Airport Systems (NPIAS) defined by the Federal Aviation Administration (FAA).

## **6. PREVIOUS AND RECENT HISTORY OF THE AIRPORT**

According to the City of Sturgis records in 1990 the City began acquiring land to complete construction of the Sturgis Municipal Airport in its current location moving it from across the road and opened 1994. The Sturgis Municipal Airport since has been managed under contract with the City by C & B Aviation. The Airport just received and connected to Bear Butte Valley Rural water system.

## **7. SCOPE OF SERVICES**

The City of Sturgis is soliciting bids from private contractors with demonstrated experience in airport operations and management. The selected Proposer, upon successful completion of contract

negotiations and execution, will be required to operate and manage the Sturgis Municipal Airport 365 days a year, from 8:00 am to 5:00 pm in conformity with applicable Federal, State, and local laws, and the adopted rules and regulations of the City of Sturgis and its administrative policies and standard business practices. After being selected, the successful Proposer will negotiate and execute an agreement with the City, in the essential form as described below, to provide services to fulfill the following scope of services:

### **Regulatory Compliance**

- Report violations of ordinances, policies, or rules regulating the use of the airport to the appropriate City staff person(s).
- Comply with and enforce applicable local, state, regional and federal regulations and adopted standards pertaining to the airport.
- Be trained in accordance with applicable FAA regulations for emergency response and provide certificates or proof of training to the City.
- Comply with FAA security requirements.
- Implement policies and procedures in coordination with City staff to address compliance to local, regional, state and federal environmental standards.
- Comply with regulatory and permit requirements for inspection and operation of fueling facilities.

### **Operations:**

- Operate the airport in a manner that encourages safe and responsible use of facilities, services and operations.
- Limit financial obligations of the City to sustain the General Fund.
- Maximize cash flow to support the Airport General Fund.
- Maintain excellent working relationship with the FAA, South Dakota Department of Transportation and Aviation and other appropriate federal, Local, regional, and state agencies and organizations.
- Operate the airport in a manner consistent with FAA standards.
- Maintain or reduce costs of insuring the airport.
- Notify in a timely manner the City of needed maintenance and repair of buildings, grounds and equipment.
- Communicate with the City, and FAA if necessary, on field conditions affecting the safe use of the airport.
- Provide available personnel to meet the needs of the airport and the flying public including emergency and off-hour personnel availability.
- Provide daily inspection of runway/apron/taxiway surfaces, lighting and navigational aid systems.
- Provide Weekly inspection reports to appropriate City Staff.
- Provide snow removal services for the runway/apron/taxiway.
- Provide runway and taxiway sweeping services.
- Provide mowing, weed control and general landscape maintenance services for the airport grounds.
- Regularly inspect City owned airport structures, facilities and equipment for needed maintenance and repairs.
- Insure airport will have secure public access 24 hours a day including maintaining required fencing.
- Assist in the preparation of a detailed projection of revenues and expenses relating to Airport operations for the annual City budget cycle.

### **Services:**

- Provide high quality customer service to airport users and the flying public and satisfactorily meet the reasonable needs and expectations of airport tenants and leaseholds.
- Assist City staff in providing reports of the on-going day to day operations of the Airport to the City Manager, Mayor and City Council.
- Be aware of and responsive to the policies established by the City Council.
- Provide communication services to and for pilots such as, but not limited to, NOTAM issuances and airport advisories.



- Work with City staff on the development and implementation of adopted operational and capital budgets for the airport.
- Work with the City on the planning, budgeting, and development of airport facility modifications and improvements.
- Provide airport security 365 days per year.
- Provide janitorial services as needed in all City facilities.
- Represent City, as directed, at airport interest group meetings and activities
- Work with City administration, City staff in the planning and development of the airport and surrounding airport lands in accordance with the adopted Airport Master Plan.
- Assist, as needed in updates to the five (5) year Airport Capital Plan and Airport Layout Plan.
- Assist with the City's Federal and State grant applications and management.
- Monitor Federal land State Grant availability and deadlines.
- Operate and maintain the Airport's fueling system(s) which currently include AVGAS and Jet A. This includes vendor services with fueling suppliers(s) and provide weekly fuel sales reports to the City.
- Pay to the City each month proposed percentage per gallon of fuel sales.

#### **Economic Development:**

- Assist City staff in the recruitment, retention and expansion of aviation-related business at the Airport creating new employment opportunities and tax revenues.
- Ensure appropriate sales & property tax reporting of all business interests at the Airport.

While the City is proposing a draft agreement with a specific scope of services, the City does wish to encourage flexibility in services and the manner and method by which they are provided through this proposal solicitation and will consider incorporating an alternative scope of work as may be proposed by a submitter.

Respondents to this RFP are required to submit detailed proposals as described throughout this RFP. Proposals that do not follow these submission requirements may be deemed non-responsive and not considered for selection. All proposals must include the following information:

- Applicants must present their services and applicable features in a clear and concise manner in the same sequence as the RFP document stipulates. The proposed products, services and applicable features must meet the Mandatory Submittal Requirements established by the City and presented below.
- Proposers must provide explanations of how their services and features meet the Mandatory Criteria. Simply stating that the applicant understands the requirements and that noncompliance will not be acceptable and will disqualify the proposal.
- Firms interested in providing the above described scope of services to the City of Sturgis must submit a Proposal that addresses the following Mandatory Submittal FRP requirements listed below. Please note that for each Mandatory Submittal Requirement, the number of available points for scoring is provided.

## **8. MANDATORY SUBMITTAL REQUIREMENTS AND ASSOCIATED SCORING POINTS**

Each proposal will be screened to ensure it meets the mandatory requirements and goals as set forth in this solicitation. Failure to comply with a mandatory submittal requirement will disqualify a vendor's proposal. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined by the City to be in the best interest of the City.

**Cover Letter - 5 points**

- a) Description of company.
- b) Legal nature of company organization.
- c) Statement to indicate ability to provide the required services and include respondents credentials to perform requested services.
- d) Statement indicating understand and willingness to abide by any and all relevant applicable City of Sturgis regulations, standards and requirements as may pertain to the operations and management of the Sturgis Municipal Airport.
- e) Statement agreeing to utilization of the City's required contract documents subject to appropriate review.
- f) Statement that the individual or firm agrees that in the performance of a contract for services, it shall not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.
- g) List of applicable South Dakota State licenses including but not limited to a valid State of South Dakota sales or excise tax license.
- h) Signature of by an individual authorized to bind the Airport Manager/Management Company to an Agreement.

**Relevant Company Experience and Qualifications - 20 points**

- a) Applicant's overall reputation, service capabilities and quality as it relates to this Proposal.
- b) Statement providing detailed description of respondent's experience in providing commercial service and general aviation airport management and related services, fueling contracts and services and janitorial services. Statement describing engagements similar to the Sturgis Municipal Airport and highlighting the expertise and experience of the persons who would provide services to the Sturgis Municipal Airport.
- c) Referrals and references from other municipalities or local governments. Proposer shall include all contact information for each airport sponsor (Name, address, phone number, e-mail, etc.) and description of the management services provided. A minimum of 3 references are required.
- d) List and description of any litigation; arbitration; claims filed by your firm against any other jurisdiction as a result of a contract dispute; any contract or negligence claims filed against your company; premature termination from a services agreement.
- e) Proposer's capacity and intent to proceed without delay if selected.
- f) Description of the individual or firm's history in the industry.
- g) Identification of the principals in the Airport Management Team and include their resumes, a description of their management/leadership style and their proposed plan to manage the facility. Include a description of their business acumen, familiarization of Airport operations and experience in managing similar facilities. The Airport is ultimately a business that must be run like an enterprise with customer service and profitability in mind. Business acumen is a must in this regard. The Airport Manager must demonstrate experience in running and managing business operations including but not limited to revenue and expense forecasting (labor, equipment, materials) needed to meet revenue and expenditure projections, working with City staff to create and manage multi-year budgets and ability to assist City staff identifying and mitigating financial risks and issues to reach business objectives.
- h) Description of type and number of years of experience providing Airport Management and Operations Services.
- i) Demonstration of experience in developing and implementing Airport Strategic Business Plans and providing recommendations.
- j) Relevant experience and qualifications for all persons that will be actively
- k) Engaged in the management and operations of the airport, Provision of resumes of all key personnel.
- l) Provision of certifications and licensure held by individuals or firm in the State of South Dakota.

**Contract Understanding- 20 points**

- a) Describe in detail understanding of the scope of work and the particular expertise you or your firm has in this area of work.

- b) Identify and discuss any potential difficult issues you or your firm may face in providing services within the City of Sturgis.
- c) Identify and discuss methods to mitigate these difficulties.

**Approach to Contract Management - 25 points**

- a) Proposed management and operational concepts.
- b) Description of proposed daily, weekly and monthly staffing organization inclusive of individual resumes for those individuals who will be directly responsible for the management and support of the Airport.
- c) Description of the provision of locally based staff to provide 365 days a year airport management and operations.
- d) Description of the approach in initiating and establishing the service that meet the needs and requirements of the City.
- e) Describe systems used for planning, scheduling, estimating and managing the requirements of the scope of services.
- f) Description of asset management and accounting systems to be utilized in the provision of services.
- g) Describe the services, if any, that will be provided through vendor contracts including but not limited to aircraft fueling, runway sweeping and landscape maintenance.

**Fees and Charges - 10 points**

- a) Provide a detailed schedule of fees and charges.
- b) Provide a detailed monthly and annual budget estimate for anticipated services.

**Financial Capacity -20 points**

- a) Evidence that the Proposer has the financial capacity to carry out the proposed management of the Airport. The information provided will be used solely for the purposes of evaluating Proposer's financial capacity to begin operations on the date in which they assume responsibility of the operations of the facility.
- b) Submittal of a 3-year Airport Financial Plan: Proposer shall provide a three (3) year financial revenue and expense projection proforma for gross revenue and expenses for operation of the Airport.

**Other Factors - 5 points**

- a) Current contracts and ability to proceed promptly.
- b) Willingness to abide by the City's needs and requirements with few or no objections or changes.
- c) Relevant factors impacting the quality and value of service.

**Completeness and Presentation - 5 points**

- a) The entire proposal will be evaluated on its clarity, comprehensiveness, and ease of identifying pertinent information and suitability of the product and services.

**9. FINAL RANKING AND SELECTION**

Review shall be determined by the City Manager and Director of Planning & Permitting will make a recommendation to the Mayor and City Council for the award of the contract to the person or persons whose proposal is determined to be the most suitable for the City, considering all the criteria as set forth in this Request for Proposal.

**10. PRESENTATIONS**

The City retains the right to request proposers who meet the mandatory criteria to present its proposal to the RFP Review Committee. Each presentation will be evaluated on the clarity, comprehensiveness, and ease of identifying pertinent information and suitability of the product and services.

**11. SELECTION OF BEST AND FINAL PROPOSER**

The RFP Review by the City Manager and a designated panel consisting of the Director – Planning & Permitting, Finance Officer and Director – Administrative Services will recommend an award to the City Council for a specific proposer based upon the written proposal. This right to recommend is reserved without further discussions. The City Manager and this panel may determine that further discussions in the form of interviews with selected Proposers would be in the best interest of the City. If so determined, the City Manager and the aforementioned panel shall establish procedures and schedules for conducting interviews and will notify qualified Proposers of the available dates and times, if applicable, when such interviews will be conducted.

## **12. REJECTION OF PROPOSAL**

The City of Sturgis reserves the right to reject any and/or all proposals, and waive any informalities in proposals as determined to be in the best interest of the City.

## **13. EXECUTION AND EXTENSION OF CONTRACT**

A contract for services shall be executed by the City Manager following its approval by the City Council at a regularly scheduled or special Council meeting following proper public notification. Contracts resulting from this Request for Proposal may be subject to extensions by mutual agreement, as may be approved by the Sturgis City Council, per the terms and conditions resulting from this Proposal.

## **14. RESPONSIBILITIES, DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS**

*Please Note: The following information is provided to make prospective Proposers aware of the City of Sturgis's requirements to assure that each Proposer can appropriately determine its capabilities to meet said requirements.*

Indemnification/Hold Harmless. The selected Contractor shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the selected Contractor in performance of work, except for injuries and damages caused by the sole negligence of the City. The City shall defend, indemnify and hold the selected Contractor its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the City in performance of work, except for injuries and damages caused by the sole negligence of the selected Contractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the selected Contractor and the City, its officers, officials, employees, and volunteers, (collectively the s") the Parties' liability shall be only to the extent of each Party's negligence. It is further specifically and expressly understood that the indemnification provided will constitute the Parties waiver of immunity solely for the purposes of this indemnification. The waiver will be mutually negotiated by the Parties and the provisions of agreed to indemnification and hold harmless provisions shall survive the expiration or termination of any executed Agreement.

Ownership of Documents. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of a contract between the Contractor and the City based on a qualified response to this Request for Proposal shall be and remain the property of the City.

Professional Responsibility. The Contractor shall warrant that it is qualified to assume the responsibilities and render the services specified in the Request for Proposal and has all requisite corporate authority and professional licenses in good standing, required by law.

Compliance with the Law. It is contemplated that the work and services to be performed by the Contractor shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of execution of the contract between the Contractor and the City based on a qualified response to this Request for Proposal.

Insurance. The Contractor shall procure and maintain, for the duration of any executed Agreement, insurance as specified by the City Risk Management against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City Manager and the City's Risk Manager:

1. Automobile Liability Insurance the Contractor shall carry insurance covering all non-owned and hired vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability Insurance. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the CITY to include fuel service and delivery under this Agreement.
3. Workers' Compensation Coverage. The Contractor shall carry insurance as required by the State of South Dakota unless the Contractor has no employees while the Agreement is in effect. In such case, the Contractor shall sign an affidavit to that effect.
4. Professional Liability insurance appropriate to the Contractor's profession as airport manager.
5. Minimum Amounts of Insurance: The Contractor shall maintain the following insurance limits:
  - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
6. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
  - a. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
  - b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
7. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

The Contractor shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to an executed contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A Certificate of Insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the City. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) calendar days prior written notice has been given to City. The City shall be named as an additional insured.

The completed Certificate of Insurance shall be sent to the City of Sturgis South Dakota 1040 Harley Davidson Way Sturgis, SD 57785.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which the City may immediately terminate this contract or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor from the City.

The City reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. The Contractor shall agree to execute any and all documents necessary to allow Sturgis access to any and all insurance policies and endorsements pertaining to this particular job.

#### **15. EQUAL OPPORTUNITY COMPLIANCE**

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in the performance of a contract for services, shall agree not to discriminate in its employment because of the employees or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

## **END OF REQUEST FOR PROPOSALS**